

Bachmann Monitoring GmbH

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Terms and Conditions (T&C) for Services provided by Bachmann Monitoring GmbH

The following terms and conditions apply to all services to be provided by Bachmann Monitoring GmbH (hereinafter referred to as the "Contractor"), including assembly work, installations, inspections, repairs, measuring, analyses, evaluations, and training (hereinafter referred to as "Service/s"). Deviations from or changes to these terms and conditions are possible and permissible only if agreed upon in writing. These terms and conditions are supplemented by the lower-ranking *Terms and Conditions of Sale, Delivery, and Service* published at

<https://www.bachmann.info/en/service/terms-and-conditions>

1. Service Offers

The Contractor offers its services in connection with machinery and equipment, worldwide and both onshore and offshore. The services offered include:

- **Installation and maintenance** of various measurement systems developed and distributed by Contractor (e.g. Condition Monitoring Systems/CMS and Structural Health Monitoring Systems/SHMS).
- **Repairs and maintenance** of measurement systems to ensure their continuous operation.
- **Certified Remote Monitoring Service**, in which experts perform continuous remote monitoring of machinery and equipment, analyze error messages, and generate detailed reports (ranging from daily reports to annual diagnostics). The following response times apply during support hours (Mon–Fri, 8:00 AM–4:30 PM CET, excluding public holidays in Thuringia, Germany):

Service	Response Time	Description
Ticket review	≤ 12 h	Initial assessment, categorization, ticket acceptance
Event Report	≤ 24 h	Creation of a standardized BAM Event Report
IT support	≤ 48 h	Analysis and resolution of communication/server issues
Automated data analysis	Continuous	Automated monitoring 24/7

- **Trainings and seminars** cover fundamentals and advanced expertise in the field of vibration diagnostics, software and hardware training, the application and maintenance of measurement systems, and BINDT-certified training in accordance with ISO 18436, all in line with the highest industry standards.

Any service requires a written order from the client, which is subsequently confirmed by the Contractor.

2. Rates

All rates for labor and travel time will be provided in advance. The following surcharges apply:

- Standard working hours: Monday through Friday, 8:00 a.m. to 4:30 p.m. CET
- Surcharges for overtime: up to 2 hours per day 25%, 10 hours or more on Sundays 35%, public holidays (in the Free State of Thuringia or at the location of service provision) 100%, special holidays (e.g., May 1, Christmas) 150%

Additional expenses for matters such as travel, lodging, and meals, as well as other out-of-pocket expenses, will be billed separately; this applies in particular to offshore assignments.

3. Terms of Payment

Unless otherwise agreed, invoices are to be paid in Euro/EUR. Payment must be made net and within 30 calendar days. In the event of late payment, the Contractor reserves the right to charge reminder fees and/or late payment interest.

4. Performance Dates

Performance dates shall be agreed upon in advance. Delays caused by the Client may result in additional costs.

5. Confidentiality and Data Protection

All data provided by the Client, as well as data collected in the course of the services, shall be treated confidentially and used solely for the purpose of fulfilling the respective contract. To the extent that personal data is involved, the Contractor undertakes to comply with all applicable data protection laws, including the GDPR.

6. Obligations of the Client

The Client must ensure that:

- unrestricted access to the machinery and equipment is provided;
- any special tools and other materials (including energy and means of communication, in particular an internet connection) required for the performance of the work are provided free of charge; and
- safety precautions are taken and observed at the work site, including working conditions that comply with applicable legal regulations and, if more stringent, industry standards, particularly for offshore operations.

In addition, in the event of a change in the owner or operator of a plant (e.g. wind farm), the client is subject to the following disclosure obligations:

- The new owner/operator must be notified immediately of the existence of the "remote monitoring service" contract (the "Service Contract").
- If the new owner/operator wishes to assume the existing Service Contract, the Client is obligated to provide the Contractor with the name, address and contact details of the new owner/operator as soon as possible. In the absence of such information, the Service Contract shall continue as before.
- The date on which the change of ownership or operator takes effect must be communicated to the Contractor as soon as possible.

Credits to the previous client will be issued retroactively for a maximum of 6 months.

7. Transfer of Risk

The risk resulting from a CMS/SHMS that does not function properly due to incidents or circumstances within the sphere of the plant operator passes to the Client upon completion of the installation work; the relevant date is the date the Contractor sends the "End-of-Installation Protocol/EIP."

8. Warranty

A 12-month warranty applies to the services provided, unless otherwise agreed in writing, with the following distinctions applying to the start of this period:

- Installation and maintenance: Signing of the Commissioning Report or upon completion of the maintenance work;
- Repairs and maintenance: Completion of the respective work;
- Certified Remote Monitoring Service: Submission of the respective report;
- Training and seminars: Completion of the training session

The warranty covers all defects the Contractor is responsible for. A defect is defined as any deviation of the Service from the agreed specification that is not merely negligible. The Client must report a defect in writing without delay.

The provision of the "Certified Remote Monitoring Service" does not constitute a guarantee or warranty for the early detection of damage or the prevention of machine failures, but serves solely as a supportive condition assessment based on the available data.

9. Liability

The Contractor shall be liable for damage resulting from intent or gross negligence only to the extent required by law. For slight negligence, the Contractor shall be liable only in the event of a breach of material contractual obligations, whereby liability is limited to foreseeable damage typical for the contract. The Contractor's liability is, to the extent permitted, limited to the respective order value. No liability is assumed for loss of business, profit or production, data loss, environmental and reputational damage, or for any indirect and/or consequential damages.

The Client shall indemnify the Contractor against all claims by third parties arising in connection with the order.

10. Governing Law and Place of Jurisdiction

German law (excluding its conflict-of-laws provisions) shall apply. The place of jurisdiction for all disputes is the court in whose judicial district the Contractor's registered office is located.

11. Severability

If any provision of these Terms and Conditions is or becomes void, invalid, or unenforceable, this shall not affect the validity of the remaining provisions. In such a case, the void, invalid, or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic and legal purpose of the original provision. Any gaps in the provisions shall be closed in accordance with statutory law and/or industry practice.

12. Language

This is a courtesy translation of the German language version of these Terms and Conditions; in case of a discrepancy between the two versions, the German version shall prevail in each and every instance.